IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO.2888 OF 2005

Mr.Ashok A. Chanchalani. ....Petitioner.

Vs.

Mr. Vinay A. Chanchalani. ....Respondent.

Mr.R.N.Sanghavi for the Petitioner.

Mrs. Seema Sarnaik for the Respondent No.1.

Mrs. G.P.Mulekar, APP. for the State.

CORAM : R.S. MOHITE,J.
DATED : 17/2/2006.

P.C.

1. This is a petition impugning an order passed by the Family Court No.3, Pune directing the petitioner to pay an amount of Rs.1000/- towards the interim maintenance to the respondent-minor child aged about 14 years who is a student in the school for his education and medical treatment.

2. It is contended that the civil court had passed an interim maintenance of Rs.2000/-p.m. to the respondent in a proceeding No.106/2001. It is however, seen that in the impugned order, this aspect of the matter has been dealt with and adjustment was given for the amount of Rs.2000/- p.m. awarded by the civil court. It is

seen that, in her application, wife had contended that the petitioner was a owner of four Cinema theatres namely Ashok, Anil, Paramount and Bharat and that he also owned marriage halls by names Bharat Green Lawn, Ashok Green Lawn and Anil Marriage hall. In the reply there is mere denial of this fact. It was argued across the bar that the cinema theatres and marriage halls were owned by the father of the petitioner. No such contention is raised in the reply. As far as income is concerned, there is only a statement that the petitioner is in financial crisis. No particulars of the income earned by the petitioner have been disclosed. The grant of interim maintenance is normally not interfered with by this court unless there is perversity in the order. In the present case reliance is sought to be raised on the judgment of this court in the case of **Sanjay P. Niranjane Vs. Swati w/o. Sanjay Niranjane reported in 2005(4) Mah.L.J. Page 127.** The facts of the cited case are totally different. In the said case the parties had first filed consent terms in 125 proceedings and later on the wife by suppressing filing of the consent terms had obtained an order from the court in civil proceeding by which she was directed to be paid maintenance at the rate of Rs.2000/-p.m. The consent terms in the criminal proceedings were suppressed by the wife. The wife also obtained arrears of maintenance as awarded by the civil

court at higher rate. It is in these circumstances, that her attempt to obtain arrears of maintenance in the criminal proceedings were stayed by the court. The facts in the said case are completely different than the facts in the present case. The court while granting interim maintenance was fully aware that the civil court had granted interim maintenance at the rate of Rs.2000/-p.m. The interim maintenance which is granted can always be a subject matter of adjustment in case if lesser maintenance is granted.

3. I am informed by the Advocate that in the civil proceedings final maintenance of Rs.25,000/- is granted and he states that he intends to challenge that order in appeal.

4. In the circumstances, I am not inclined to entertain this petition and the same is rejected.

(R. S. MOHITE, J.)